

Trial Date: April 24, 2023  
The Honorable Thomas S. Zilly

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON

JUAN A. GONZALEZ,

Plaintiff,

v.

THE GEO GROUP, INC., GEO SECURE  
SERVICES, LLC and GEO CORRECTIONS  
AND DETENTIONS, LLC, d/b/a THE GEO  
GROUP,

Defendants.

Case No. 3:22-cv-05042-TSZ

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action involves production of confidential, proprietary, or private information for which special protection is warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

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LITTLER MENDELSON, P.C.  
1300 SW Fifth Ave., Suite 2050  
Portland, OR 97201  
Tel:503.221.0309

2. “CONFIDENTIAL” MATERIAL

“Confidential” material shall include the following documents and tangible things produced or otherwise exchanged: Medical records of Plaintiff and Plaintiff’s wife.

3. SCOPE

The protections conferred by this agreement cover not only confidential material (as defined above), but also (1) any information copied or extracted from confidential material; (2) all copies, excerpts, summaries, or compilations of confidential material. However, the protections conferred by this agreement do not cover information that is in the public domain or becomes part of the public domain through trial or otherwise.

4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

4.1 Basic Principles. A receiving party may use confidential material that is disclosed or produced by another party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Confidential material may be disclosed only to the categories of persons and under the conditions described in this agreement. Confidential material must be stored and maintained by a receiving party at a location and in a secure manner that ensures that access is limited to the persons authorized under this agreement.

4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the designating party, a receiving party may disclose any confidential material only to:

(a) the receiving party’s counsel of record in this action, as well as employees of counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) the officers, directors, and employees (including in house counsel) of the receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties agree that a particular document or material produced is for Attorney’s Eyes Only and is so designated;

1 (c) experts and consultants to whom disclosure is reasonably necessary for this  
2 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (d) the court, court personnel, and court reporters and their staff;

4 (e) copy or imaging services retained by counsel to assist in the duplication of  
5 confidential material, provided that counsel for the party retaining the copy or imaging service instructs  
6 the service not to disclose any confidential material to third parties and to immediately return all  
7 originals and copies of any confidential material;

8 (f) during their depositions, witnesses in the action to whom disclosure is  
9 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”  
10 (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of  
11 transcribed deposition testimony or exhibits to depositions that reveal confidential material must be  
12 separately bound by the court reporter and may not be disclosed to anyone except as permitted under  
13 this agreement;

14 (g) the author or recipient of a document containing the information or a custodian  
15 or other person who otherwise possessed or knew the information.

16 4.3 Filing Confidential Material. Before filing confidential material or discussing or  
17 referencing such material in court filings, the filing party shall confer with the designating party, in  
18 accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will remove  
19 the confidential designation, whether the document can be redacted, or whether a motion to seal or  
20 stipulation and proposed order is warranted. During the meet and confer process, the designating party  
21 must identify the basis for sealing the specific confidential information at issue, and the filing party  
22 shall include this basis in its motion to seal, along with any objection to sealing the information at issue.  
23 Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards that will be  
24 applied when a party seeks permission from the court to file material

under seal. A party who seeks to maintain the confidentiality of its information must satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with the strong presumption of public access to the Court's files.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party or non-party that designates information or items for protection under this agreement must take care to limit any such designation to specific material that qualifies under the appropriate standards. The designating party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify, so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this agreement.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily encumber or delay the case development process or to impose unnecessary expenses and burdens on other parties) expose the designating party to sanctions.

If it comes to a designating party's attention that information or items that it designated for protection do not qualify for protection, the designating party must promptly notify all other parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this agreement (see, *e.g.*, second paragraph of section 5.2(b) below), or as otherwise stipulated or ordered, disclosure or discovery material that qualifies for protection under this agreement must be clearly so designated before or when the material is disclosed or produced.

(a) Information in documentary form: (*e.g.*, paper or electronic documents and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings), the

1 designating party must affix the word “CONFIDENTIAL” to each page that contains confidential  
 2 material. If only a portion or portions of the material on a page qualifies for protection, the producing  
 3 party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the  
 4 margins).

5 (b) Testimony given in deposition or in other pretrial proceedings: the parties and  
 6 any participating non-parties must identify on the record, during the deposition or other pretrial  
 7 proceeding, all protected testimony, without prejudice to their right to so designate other testimony after  
 8 reviewing the transcript. Any party or non-party may, within fifteen days after receiving the transcript  
 9 of the deposition or other pretrial proceeding, designate portions of the transcript, or exhibits thereto,  
 10 as confidential. If a party or non-party desires to protect confidential information at trial, the issue  
 11 should be addressed during the pre-trial conference.

12 (c) Other tangible items: the producing party must affix in a prominent place on the  
 13 exterior of the container or containers in which the information or item is stored the word  
 14 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection, the  
 15 producing party, to the extent practicable, shall identify the protected portion(s).

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate  
 17 qualified information or items does not, standing alone, waive the designating party’s right to secure  
 18 protection under this agreement for such material. Upon timely correction of a designation, the receiving  
 19 party must make reasonable efforts to ensure that the material is treated in accordance with the  
 20 provisions of this agreement.

## 21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any party or non-party may challenge a designation of  
 23 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality  
 24 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or  
 25 a significant disruption or delay of the litigation, a party does not waive its right to challenge a

1 confidentiality designation by electing not to mount a challenge promptly after the original designation  
2 is disclosed.

3 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute regarding  
4 confidential designations without court involvement. Any motion regarding confidential designations  
5 or for a protective order must include a certification, in the motion or in a declaration or affidavit, that  
6 the movant has engaged in a good faith meet and confer conference with other affected parties in an  
7 effort to resolve the dispute without court action. The certification must list the date, manner, and  
8 participants to the conference. A good faith effort to confer requires a face-to-face meeting or a  
9 telephone conference.

10 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court  
11 intervention, the designating party may file and serve a motion to retain confidentiality under Local  
12 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion in  
13 any such motion shall be on the designating party. Frivolous challenges, and those made for an improper  
14 purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the  
15 challenging party to sanctions. All parties shall continue to maintain the material in question as  
16 confidential until the court rules on the challenge.

17 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
18 LITIGATION

19 If a party is served with a subpoena or a court order issued in other litigation that compels  
20 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party must:

21 (a) promptly notify the designating party in writing and include a copy of the subpoena or  
22 court order;

23 (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
24 other litigation that some or all of the material covered by the subpoena or order is subject to this  
25 agreement. Such notification shall include a copy of this agreement; and

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(c) cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose confidential material may be affected.

8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential material to any person or in any circumstance not authorized under this agreement, the receiving party must immediately (a) notify in writing the designating party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this agreement, and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a producing party gives notice to receiving parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order or agreement that provides for production without prior privilege review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

10. NON TERMINATION AND RETURN OF DOCUMENTS

Within 60 days after the termination of this action, including all appeals, each receiving party must return all confidential material to the producing party, including all copies, extracts and summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial

1 exhibits, expert reports, attorney work product, and consultant and expert work product, even if such  
2 materials contain confidential material.

3 The confidentiality obligations imposed by this agreement shall remain in effect until a  
4 designating party agrees otherwise in writing or a court orders otherwise.

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6 DATED: February 17, 2023

/s/ Patrick Reddy

Attorneys for Plaintiff

8 DATED: February 17, 2023

/s/ Joseph M. Cooper

Attorneys for Defendant

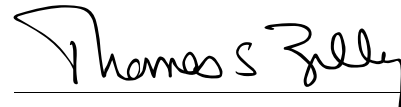
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2 PURSUANT TO STIPULATION, IT IS SO ORDERED

3 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any  
4 documents in this proceeding shall not, for the purposes of this proceeding or any other federal or  
5 state proceeding, constitute a waiver by the producing party of any privilege applicable to those  
6 documents, including the attorney-client privilege, attorney work-product protection, or any other  
7 privilege or protection recognized by law. This Order shall be interpreted to provide the maximum  
8 protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply.  
9 Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review of  
10 documents, ESI or information (including metadata) for relevance, responsiveness and/or segregation  
11 of privileged and/or protected information before production. Information produced in discovery that  
12 is protected as privileged or work product shall be immediately returned to the producing party.

13 DATED: February 21, 2023  
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17 Thomas S. Zilly  
18 United States District Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by  
the United States District Court for the Western District of Washington on [date] in the case of  
\_\_\_\_\_ **[insert formal name of the case and the number and initials assigned to it by  
the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order  
and I understand and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Western  
District of Washington for the purpose of enforcing the terms of this Stipulated Protective Order, even  
if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

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1 **CERTIFICATE OF SERVICE**

2 I am a resident of the State of Oregon. I am over the age of eighteen years and not a party  
3 to the within-entitled action. My business address is 1300 SW Fifth Avenue, Suite 2050, Portland,  
4 Oregon 97201. On February 17, 2023, I electronically filed the foregoing document with the Clerk  
5 of the Court using the CM/ECF system which will send notification of such filing to the following:

6 **Attorneys for Plaintiff**

7 Patrick B. Reddy, WSBA No. 34092  
8 Emery Reddy. PLLC  
9 600 Stewart St., Ste 1100  
10 Seattle, WA 98101  
11 Telephone: (206) 442-9106  
12 Fax: (206) 441-9711  
13 Email: [redryp@emeryreddy.com](mailto:redryp@emeryreddy.com)

14 I declare under penalty of perjury under the laws of the United States and of the State of  
15 Washington that the above is true and correct.

16 Executed on February 17, 2023, at Portland, Oregon

17 /s/ Kaitlin G. Helm  
18 Kaitlin G. Helm  
19 [kahelm@littler.com](mailto:kahelm@littler.com)  
20 LITTLER MENDELSON, P.C.

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26 **STIPULATED PROTECTIVE ORDER**